Supreme Court, U.S.
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No.

In the

Supreme Court of the United States

JOSE GUILLERMO PLUMEY-CRUZ; NOHRA SOTO-VAHOS, and Conjugal Partnership existing between them,

Petitioners,

v.

WESTINGHOUSE ELECTRONIC CORPORATION, Westinghouse Electric Corporation, a/k/a CBS Corporation; WESTINGHOUSE DE PUERTO RICO, INC.; THERMO KING DE PR, A division of Westinghouse de Puerto Rico; THERMO KING CORP., a/k/a Ingersoll-Rand Corp.; CBS CORPORATION,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIRST CIRCUIT

PETITION FOR WRIT OF CERTIORARI

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24 pp

QUESTION PRESENTED

Was it error to dismiss petitioner's ERISA claim when the threshold issue of material fact, namely, his entitlement to ERISA benefits, remained unresolved and undecided.

TABLE OF CONTENTS

QUESTION PRESENTED i

TABLE OF CONTENTS ii

TABLE OF AUTHORITIES iii

OPINIONS BELOW 1

JURISDICTION 1

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED 1

STATEMENT OF THE CASE 2

REASONS FOR GRANTING THE PETITION 3

CONCLUSION 7

APPENDIX

CIRCUIT COURT DECISION 1a

DISTRICT COURT DECISION 6a

ORDER DENYING REHEARING 11a

MINUTES OF PRETRIAL/SETTLEMENT CONFERENCE HELD ON AUGUST 27, 2001 ..... 12a

TABLE OF AUTHORITIES

CASES

GORLIKOWSKI V. TOLBERT, 52 F3D 1439 (7TH CIR. 1995).....3

HIBERNIA NATIONAL BANK V. PEREZ (MATTER OF PEREZ), 954 F2D 1026 (5TH CIR.. 1992) 3

MANAGEMENT INVESTORS V. UNITED MINE WORKERS OF AMERICA 610 F2D 384 (6TH CIR. 1979) 3

PORTIS V. FIRST NATIONAL BANK OF NEW ALBANY, MISS. 34 F3D 325 (TH CIR. 1994).....3

U.S. V. SHANBAUM, 10 F3D 305, (5TH CIR. 1994).....3

VALLEY RANCH DEV. CO. V. F.D.I.C., 960 F2D325 (5TH CIR. 1992).....3

STATUTES

28 U.S.C. SECTION 1254(1) 1

OPINIONS BELOW

On March 31, 2000, the district court entered Partial Judgment in this action, (the "Partial Judgment", per Laffitte, C.J.), dismissing Plumey's Pro Se claims under ADEA and Title VII, with prejudice, and dismissing his Puerto Rico law claims for age, race, and national origin discrimination and his claims under Article 1802 of the Puerto Rico Civil Code, without prejudice, there remaining only Plumey's claim under ERISA.

On November 30, 2001, the district court, entered its Opinion and Order and Judgment (respectively, the "Opinion" and the "Judgment", per Garcia Gregory, D.J.), in this action granting Westinghouse's summary judgment motions and dismissing this action with prejudice. On December 27, 2001 the Plumeys filed a notice of appeal.

On appeal, the Judgment was affirmed by the Court of Appeals for the First Circuit, by Opinion and Order entered on November 27, 2002 (the "C.A. Opinion", per Boudin, C.J., joined by Howard, J. and Shadur, Senior D.J.).

Plumey's petition for rehearing was denied by Order entered on January 13, 2003.

STATEMENT OF JURISDICTION

The Court of Appeals for the First Circuit entered its opinion and order, (the "C.A. Opinion"), on November 27, 2002, affirming the Judgment and on January 13, 2003 denied Plumey's petition for rehearing. Petitioners invoke this Court's jurisdiction under 28 U.S.C. Section 1254(1).

PROVISIONS INVOLVED

Rule 56 (c) of the Federal Rules of Civil Procedure.

STATEMENT OF THE CASE

On June 18, 1998, plaintiffs José Plumey Cruz, his wife, Nohra Soto Vahos and the Conjugal Partnership existing between them, hereinafter referred to collectively as "Plumey", filed a Pro Se complaint in the U. S. District Court for the District of Puerto Rico, civil action number 98-1702, against defendants-respondents, hereinafter referred to as "Westinghouse", for relief and compensation for discriminatory acts under the provisions of the Age Discrimination in Employment Act of 1967, "ADEA", Section 621 *et seq.* of Title 29 of the United States Code; Title VII of the Civil Rights Act of 1964, "Title VII", Section 2000 *et seq.* of Title 42 of the United States Code; for unjust dismissal under the provisions of Law No. 80 of Puerto Rico of May 30, 1976, as amended, Section 185 *et seq.* of Title 29 of the Laws of Puerto Rico Annotated; for age discrimination under the provisions of Law No. 100 of Puerto Rico of June 30, 1959, as amended, Section 146 *et seq.* of Title 29 of the Laws of Puerto Rico Annotated ; for damages for wrongful discharge under the provisions of Article 1802 of the Puerto Rico Civil Code, Section 5141 of Title 31 of the Laws of Puerto Rico Annotated , and for relief and compensation under the provisions of the Employee Retirement Income Security Act of 1974, "ERISA", Section 1140 *et seq.* of Title 29 of the United States Code.

Jurisdiction was claimed under the provisions of ADEA, Title VII and ERISA. The district court had subject matter jurisdiction under the provisions of Sections 1331 and 1343(4) of Title 28 of the United States Code and venue properly lay with the district court by reason of the provisions of Section 1391 (b) of Title 28 of the United

States Code.

After the Partial Judgment this case was limited to Plumey's claim under ERISA.

REASONS FOR GRANTING THIS WRIT

This writ should be granted because the district court erred in entering summary judgment and the Court of Appeals erred in affirming said summary judgment, contrary to the provisions of Rule 56 (c) of the Federal Rules of Civil Procedure, when there was still an unresolved and undecided genuine issue of material fact in this case.

In C.A.Opinion of November 27, 2002 the panel starts off with the incredible and untrue statement that Plumey, "had made no assertion that he was entitled to participate" in the Westinghouse top hat plans. The fact is that Plumey did assert that he was entitled to participate in the Westinghouse top hat plans. In his proposed pre trial order of August 24, 2002, and at pretrial/settlement conference held on August 27, 2001 (Appepndix, p.12a) Plumey did assert, clearly and expressly, (with Westinghouse's agreement) that he was entitled to participate in Westinghouse's top hat plans and that he was wrongfully denied the benefits to which he was entitled under such top hat plans. Certainly under the norms set out in the rulings in *U.S. v. Shanbaum, 10 F3d 305, (5th Cir. 1994), Hibernia National Bank v. Perez (Matter of Perez), 954 F2d 1026 (5th Cir.. 1992), Management Investors v. United Mine Workers of America 610 F2d 384 (6th Cir. 1979), Portis v. First National Bank of New Albany, Miss. 34 F3d 325 (th Cir. 1994), Valley Ranch Dev. Co. v. F.D.I.C., 960 F2d325 (5th Cir. 1992)* and *Gorlikowski v. Tolbert, 52 F3d 1439 (7th Cir. 1995)* the statements in Plumeys Proposed Pre Trial Order are sufficient assertions of a claim.

The panel then goes on to state that non-coverage is not actionable, which is true, but, again, this begs the question because non-coverage only applies if Plumey was not entitled to participate in such top hat plans, and there is no proof that Plumey was not entitled to participate in such top hat plans. If Plumey was entitled to the benefits provided under such top plans as claimed in the case then there was coverage and the wrongful denial of coverage was actionable.

Incredibly, Westinghouse argued and moved for summary judgment on the grounds that Plumey did not participate in any top plans, not on the grounds that he was not entitled to the benefits provided under such top hat plans, and the district court in its Opinion and Judgment of November 30, 2001, (Appendix, p.6a) agreed that Plumey's admission that he did not participate in Westinghouse's top hat plans coupled with his failure to rebut Westinghouse's statement of uncontested material facts and affidavit in support of its claim that Plumey did not participate in Westinghouse top hat plans as set forth in its motion for summary judgment were sufficient to justify the entry of summary judgment in favor of Westinghouse.

The issues of material facts as set out in Plumey's assertion of his claim against Westinghouse are that he was entitled to the benefits provided under Westinghouse's top hat plans and that Westinghouse wrongfully denied him the benefits to which he was entitled. Non-participation does not mean non-entitlement and there is nothing in Westinghouse's motion for summary judgment or in the Opinion and Judgment of the district court that refers to, disposes of, discusses, rules on or decides Plumey's claim of entitlement; the threshhold issue of material fact that was clearly and expressly asserted by Plumey and that still remains unresolved and undecided, namely, was Plumey entitled to the benefits

provided under the Westinghouse top hat plans.

It is easy to say that Plumey did not participate in Westinghouse's top hat plans, (and, admittedly, he did not participate because he did not receive the benefits provided under Westinghouse's top hat plans) but it is and would be wrong and unwarranted to conclude that the mere denial by Westinghouse of top hat benefits to Plumey was sufficient proof that Plumey was not entitled to such benefits. The threshold issue of Plumey's entitlement to top hat benefits was never argued, alleged nor substantiated by evidence or affidavit by Westinghouse in the district court and was never discussed, ruled on nor decided by the district court nor by the Court of Appeals and it is and would be clearly wrong and error to assume or conclude that the fact that Plumey admitted that he was denied participation in the benefits under Westinghouse's top hat plans constituted an admission by Plumey that he was not entitled to such benefits or meant that Plumey was not entitled to such benefits. The threshold issue of material fact in this case, namely, was Plumey entitled to the benefits provided under the Westinghouse top hat plans, has never been discussed, ruled on nor decided, not by the district court and not by the Court of Appeals.

The district court and the panel highlight Plumey's failure to proffer evidence to dispute Westinghouse's assertions that Plumey did not participate in Westinghouse's top hat plans and that Plumey admitted he had not received any of the benefits provided under Westinghouse's top hat plans. Of course, Plumey agreed that he had not received any of the benefits provided under Westinghouse top hat plans; that he had not participated in any Westinghouse top hat plans because it was true that Plumey had not received any top hat plan benefits and thus had not participated in any Westinghouse top hat plans. Plumey contends that in the absence of any showing by Westinghouse that Plumey was

not entitled to top hat benefits, Plumey had no obligation to proffer evidence to refute Westinghouse's assertions because while it was true that he had not participated in the Westinghouse top hat plans; that he had not received any of the benefits provided under said top hat plans, that issue, the issue of Plumey's rights to participation only became relevant after the threshold issue of entitlement had been resolved. But the threshold issue of material fact, namely, was Plumey entitled to the benefits under Westinghouse top hat plans, was never argued nor asserted by Westinghouse in its motions for summary judgment. Westinghouse did not even attempt to argue that non participation was the same as non entitlement and that the fact that Plumey was not given participation in such Westinghouse top hat plans meant that he was not entitled to such top hat benefits. It was Westinghouse's burden to show that there was no issue of material fact and it failed to show, assert, allege or claim that the issue of Plumey's entitlement to top hat benefits was an uncontested issue of fact. Westinghouse failed to meet this burden.

Not discussed by the district court nor by the Court of Appeals is the fact that the evidence of Plumey's entitlement to such top benefits was denied to Plumey, first by Westinghouse by its refusal to produce the evidence ot its top hat plans as requested by Plumey in his Request for Production, the evidence that would show whether Plumey was, in fact, entitled to such top hat benefits and second by the district court by its failure to act on Plumey's request that Westinghouse be ordered to produce such evidence, completely ignoring Plumey's request that Westinghouse be ordered to comply with his discovery request thus preventing Plumey from obtaining, through discovery, the evidence necessary to substantiate his claim of entitlement and violating Plumey's dues process and equal protection rights.

As matters now stand, Plumey will never be able to discover if, in fact, he was entitled to the benefits provided under Westinghouse's top hat plans, first, because he was denied his rights to discovery and prevented from obtaining the evidence that would have shown if he was entitled to such benefits and second, by the action of the district court as affirmed by the court of appeals, summarily dismissing Plumey's claim without deciding whether Plumey was or was not entitled to the benefits provided under such Westinghouse top hat plans.

CONCLUSION

For the reasons aforestated, this petition for a writ of certiorari should be granted.

Respectfully submitted

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(any footnotes trail end of each document)

No. 02-1111

UNITED STATES COURT OF APPEALS FOR THE FIRST CIRCUIT

JOSE G. PLUMEY-CRUZ, et al.,

Plaintiffs, Appellants,

v.

WESTINGHOUSE ELECTRONIC CORPORATION, et al., etc.,

Defendants, Appellees.

November 27, 2002, Decided

COUNSEL: Robert E. Schneider, Jr. for appellants.

Edwin J. Seda-Fernandez, with whom Marshal D. Morgan and Carlos R. Paula were on brief, for the appellees.

JUDGES: Before Boudin, Chief Judge, Howard, Circuit Judge, and Shadur, * Senior District Judge.

OPINION:

SHADUR, Senior District Judge. Jose Plumey-Cruz ("Plumey"), his wife Nohra Soto Vahos and their conjugal partnership (for convenience, all referred to here simply as "Plumey") appeal the dismissal of Plumey's ERISA claim against Westinghouse Electric

Corporation/CBS Corporation and Thermo King de Puerto Rico, Inc. (collectively "Westinghouse"). For the reasons stated in this memorandum opinion, we affirm the district court's decision in all respects.

Background

Because this is an unpublished and non-precedential ruling, and because the litigants are of course familiar with the facts, we state them only in the skeletal form required for this opinion. Plumey initially instituted this lawsuit pro se, and he continued to act without counsel until the case was well along. On March 31, 2000 the district court dismissed Plumey's ADEA and Title VII claims as time-barred, simultaneously dismissing the corresponding Commonwealth-law claims without prejudice (see, e.g., Figueroa Ruiz v. Alegria, 896 F.2d 645, 650 (1st Cir. 1990)). That left surviving only a potential ERISA claim.

After discovery had taken place on the latter claim, Westinghouse moved for summary judgment under Fed. R. Civ. P. ("Rule") 56, accompanying its motion with an appropriate submission under the district court's Local Rule 311.12. Plumey answered the motion, including what he labeled as a responsive submission under Rule 311.12. After receiving that response, Westinghouse tendered a November 27, 2001 reply that pointed to what it urged (and what we agree) was a fatal admission made in Plumey's response: that he was not a participant in any Westinghouse "top hat" plan.

In that respect, Westinghouse's sound position was that such non-participation foreclosed Plumey's attempted ERISA claim. For one thing, Plumey had made no assertion that he was entitled to participate in a "top hat" plan but was wrongfully barred from doing so, for

Westinghouse's only such plan extended to its mainland executives and not to those based in Puerto Rico. Nor is such noncoverage itself actionable under ERISA: That aspect of Westinghouse's plan "was, of course, a feature that the employer as plan sponsor was free to adopt without breach of any fiduciary duty under ERISA, since an employer's decisions about the content of a plan are not themselves fiduciary acts" (Pegram v. Herdrich, 530 U.S. 211, 226, 147 L. Ed. 2d 164, 120 S. Ct. 2143 (2000)).

Early in 2001 the same counsel who represents Plumey on the current appeal had appeared on his behalf in the district court, and counsel had filed Plumey's summary judgment response in mid-November. Then on November 30, 2001, just three days after Westinghouse had submitted its reply, the district court granted summary judgment. Its decision did not rely at all on that reply, referring instead to the district court's own review of the record. Because Plumey's notice of appeal refers only to that order and does not assert any error in the earlier dismissal of his ADEA and Title VII claims (nor has he done so in his briefs or oral argument before us), we deal here only with his rejected ERISA claim.

Insubstantiality of Plumey's Contentions

On this appeal Plumey complains of:
1. the district court's asserted abuse of discretion in failing to require Westinghouse to provide more discovery before the court issued its final decision on November 30, 2001;

2. the district court's asserted abuse of discretion in failing to give Plumey the opportunity to file a surreply to Westinghouse's November 27, 2001 reply; and

3. the asserted invalidity of Rule 311.12.

None of those contentions requires more than brief discussion.

As for Plumey's first argument, his counsel (who, as stated earlier, had by then entered the case) never invoked Rule 56(f) at the district court level to explain what further discovery was needed and to ask for more time to obtain it (in that respect, see Filiatrault v. Comverse Tech., Inc., 275 F.3d 131, 138 (1st Cir. 2001)). That failure to present the issue to the district court (even via a November 30, 2001 motion for reconsideration) could well preclude Plumey from raising the question before this Court. But even were that not so, the already-described fatal flaws in Plumey's ERISA-based claim would have called for any such Rule 56(f) motion to be denied on relevancy grounds in any event.

Parallel reasoning defeats Plumey's second contention as well. Westinghouse's reply had advanced nothing new–it simply pointed to the same deficiency that the district judge had picked up on his own. Once again, with Plumey's counsel not having requested such relief from the district court even after having received its ruling, it is doubtful that the issue has been properly preserved for appeal (cf. Beaird v. Seagate Tech., Inc., 145 F.3d 1159, 1164- 65 (10th Cir. 1998)). And as with the first contention, Plumey says nothing that could have led to a different outcome even if a surreply had been requested and allowed.

Finally, Rule 311.12 has repeatedly been upheld as valid by this Court (see, e.g., Morales v. A.C. Orssleff's EFTF, 246 F.3d 32, 33 (1st Cir. 2001), discussing that "anti-

ferreting" rule); and see also the specific reference to permitting such rules in the last sentence of the Advisory Committee Note on the 1995 amendment to Rule 83(a)(2). There is no reason to reexamine that position here.

Conclusion

For the foregoing reasons, we AFFIRM the district court's rulings in all respects.

Footnote

* Of the Northern District of Illinois, sitting by designation.

No. 98-1702

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF PUERTO RICO

JOSE G. PLUMEY-CRUZ, et al.,

Plaintiffs,

v.

WESTINGHOUSE ELECTRONIC CORPORATION, et al., etc.,

Defendants.

November 30, 2001

OPINION AND ORDER

GARCIA GREGORY, D.J

Plaintiffs Jose G. Plumey-Cruz ("Plumey-Cruz") , his wife Nohra Soto-Vahos, and the conjugal partnership formed between them brought suit against defendants Westinghouse Electric Corporation, Westinghouse de Puerto Rico, Inc., Thermo King de P.R., Thermo King Corporation and CBS Corporation. On March 31, 2000, the court entered partial judgment dismissing plaintiffs' claims under Title VII of the Civil Rights Act and the Age Discrimination in Employment Act, as well as a state—based claim under Puerto Rico Civil Code Article 1802. (Docket No. 26) . Pursuant to that order, the only claim remaining was Plumey-Cruz's claim under the Employee Retirement income Security Act ("ERISA") 29 U.S.C. § 1001 et seq. (Id.)

On October 15, 2001, defendants filed a motion for summary judgment, alleging that plaintiffs' ERISA claim should be dismissed as a matter of law. Plaintiffs filed an opposition on October 23, 2001. Upon review of the record, the Court grants defendants' motion arid dismisses Plumey-Cruz's ERISA claim.

BACKGROUND

The Court will not restate the factual background in the case, which has been already detailed in its March 31, 2000 Opinion and Order. See Docket No. 26. As noted earlier, the only issue left before the Court is whether Plumey-Cruz, who worked as an employee of defendants until January 31, 1996, participated in a "top hat plan" for highly compensated Westinghouse employees, and whether the provision of higher benefits to mainland-based Westinghouse employees (as compared to their Puerto Rico counterparts) constituted a violation of ERISA Plumey-Cruz participated in several employee benefit plans maintained by his employer's parent company, Westinghouse Electric Corporation.fn1 (Docket No. 61, Statement of Uncontested Material Facts at par. 2.) He did not, however, participate in a "top hat plan" or any other employee benefit plan designated for highly-paid Westinghouse employees.

(Id. at ¶ 3.) No employee benefits are due to Plumey-Cruz pursuant to the terms and conditions of the plans in which he participated.

(Id. at ¶ 4)

DISCUSSION

Summary judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions

on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Fed.R.Civ.P. 56(c). See also Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986). The moving party must demonstrate "an absence of evidence to support the nonmoving party's case." Celotex, 477 u_s. at 325. The nonmoving party must then "set forth specific facts showing that there is a genuine issue for trial." Fed.R.Civ.P. 56(e).

Local Rule 311.12 requires the moving party to file and annex to the motion a "separate, short, and concise statement of the material facts as to which the moving party contends there is no aenuine issue to be tried,TM properly supported by specific references to the record. Similarly, the rule requires the nonmoving party to file a statement of contested material facts. All naterial facts set forth in the moving party's statement "will be ieemed to be admitted unless controverted by the statement required to be served by the opposing party." (Emphasis supplied.) The First Circuit has consistently upheld the validity of Local Rule 311.12. See, e.g., Morales v. Orssleff's Eftf, 246 F.3d 32,, 33 (1st Cir. 2001) ; Rivas v. Federacion de Asociaciones Pecuarias 929 F.2d 814, 816 n.2 (1st Cir. 1991).

Plaintiffs have failed to provide a Statement, of Contested Material Facts with specific references to the record. Instead, they have presented the Court with a 34-paragraph statement with no references to the record. See Docket No. 63 at 2-9. As a result, plaintiffs have failed to comply with the so-called "anti-ferret rule," as they have not presented a concise statement of material facts as to which there is a genuine issue to be tried. The Court is not required to "ferret through the record" lurking for facts that may favor plaintiffs when those

facts were not proffered under a counterdesignation of facts as required by Local Rule 311.12. See. e.g., Morales, 246 F.3d at 33. "When a party opposing a motion for summary judgment fails to comply with the 'anti-ferret rule, the statement of material facts filed by the party seeking summary judgment [shall be] deemed . . . admitted," Mendez-Marrero v. Toledo, 958 F. Supp. 27, 34 (D.P.R. 1997); Tavarez v. _____ Prods., Inc., 993 F. Supp. 268, 270 (D.P.R. 1995)

The nonmovants' failure to provide a statement of contested material facts that complies with Rule 311.12 does not automatically warrant the granting of sumary judgment, but "it launches [their] case down the. road towards an easy dismissal." Mendez-Marrero, 96R F. Supp. at 34. A violation of Rule 311.12 requires that all material facts in defendants's statement or uncontested material facts be deemed admitted, and the Court need only examine whether, given the uncontested facts, defendants are entitled to judgment as a matter of law.

Here, even if the Court were to accept the Statement of contested Material Facts, the same result would obtain, because plaintiffs's statement does not proffer evidence sufficient to raise a genuine issue of material fact over the only putative claim remaining in this case – Plumey-Cruz's would-be ERISA claim. The plaintiffs' opposition and supporting documents show that PlumeyCruz did not participate in a "top hat plan" during his tenure at Westinghouse. Indeed, Plumey-Cruz's opposition contains no developed argumentation designed to rebut defendants' contention that his ERISa claim cannot survive summary judgment. As a result, his ERISA claim must be dismissed.

The thrust of Plumey-Cruz's argument is that Westinghouse discriminated against him, and other

Puerto Rico employees, by adopting a "plan or policy" of awarding benefits and compensation to highly-paid executives in the mainland and excluding their Puerto Rican counterparts. But those allegations of disparate treatment cannot serve as the basis of an ERISA claim, see v. Herdrich, 530 U.S. 211, 226-27 (2000), and plaintiffs do not offer any reason why the Court should consider them as such.2 Accordingly, his ERISA claim must be dismissed.

CONCLUSION

For the foregoing reasons, the Court grants defendants' motion for summary judgment and dismisses plaintiffs' ERISA claim with prejudice. Since all remaining claims in the complaint have been dismissed, the Court will dismiss the Complaint in its entirety. Judgment will enter accordingly.

It IS SO ORDERED.

San Juan, Puerto Rico, this 30th day of November 2001.

Fn1Because plaintiffs have not submitted a Statement of Contested Material Facts that complies with Local Rule 311.12 the Court has only taken into account those facts provided by defendants in their statement of Uncontested Material Facts. As noted infra at 5, even if the Court were to take into account the plaintiffs' statement, the ERISA claim would be dismissed.

fn2While the allegations could be construed as raising a Title VII claim, Plumey-Cruz is barred from asserting them, since his claims on that score have already been dismissed with prejudice.

No. 02-1111

UNITED STATES COURT OF APPEALS FOR THE FIRST CIRCUIT

JOSE G. PLUMEY-CRUZ, et al.,

Plaintiffs, Appellants,

v.

WESTINGHOUSE ELECTRONIC CORPORATION, et al., etc.,

Defendants, Appellees.

January 13, 2003

Upon consideration of motion of appellant.

It is hereby ordered that the petition for rehearing be denied.

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF PUERTO RICO

MINUTES OF SETTING	DATE: AUGUST 27, 2001
BEFORE HONORABLE:	
JAY A. GARCIA GREGORY	
COURTROOM DEPUTY:	CASE NO.
LILY ALICEA	CIV. 981702(JAG)
JOSE GUILLERMO	Attorneys: ROBERT
PLUMEY	SCHNEIDER
VS	
THERMO KING DE	EDWIN SEDA
PUERTO RICO	FERNANDEZ
	CARLOS R. PAULA

Case called for pretrial/settlement conference. Parties agree that the two claims that are pending are whether plaintiff was entitled to participate in Top Hat Pension Plan and whether the compensation of the pension plan implemented for the employees in Puerto Rico was less than the compensation received by the employees in the states.

Plaintiff is to inform defendants whether plaintiff is member of a class action filed in the state of Pittsburg. Parties have until September 30, 2001 to exchange discovery. Defendant is granted until October to, 2001 to file dispositive motions. Plaintiff is granted until October 22, 2001 to respond and defendants until October 29, 2001 to reply if needed.

Case is referred to Magistrate Gelpi for the setting of settlement conference during the week of September 24, 2001

Non jury trial is reset to November 6, 2001 at 9:30

AM. Request for admissions to be held in abeyance.

Parties to be notified.

S/c Mag Gelpi Lily Alicea-Courtroom Deputy